

1 THE HONORABLE TANA LIN  
2  
3  
4  
5  
6  
7  
8  
9

10  
11 UNITED STATES DISTRICT COURT  
12 WESTERN DISTRICT OF WASHINGTON  
13 AT SEATTLE  
14  
15

16 CAROLINE BRABROOK,

17 Plaintiff,

18 vs.

19 CDM SMITH, DOUGLAS A. LAVOIE, and  
20 DANIEL MANOJLOVSKI, individually and as  
its agents,

21 Defendants.

22 CASE NO. 2:24-cv-00016-TL  
23  
24

25 **STIPULATED PROTECTIVE ORDER**

26 In accordance with the Court's Standing Order for All Civil Cases III.C, the parties  
certify by their undersigned counsel that there are no differences between this Stipulated  
Protective Order and the District's model order.

27 1. **PURPOSES AND LIMITATIONS**

28 Discovery in this action is likely to involve production of confidential, proprietary, or  
29 private information for which special protection may be warranted. Accordingly, the parties  
30 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The  
31 parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket  
32 protection on all disclosures or responses to discovery, the protection it affords from public

33 STIPULATED PROTECTIVE ORDER  
(Case No. 2:24-cv-00016-TL) - 1

34 GORDON REES SCULLY  
35 MANSUKHANI LLP  
36 701 5th Avenue, Suite 2100  
37 Seattle, WA 98104  
38 Telephone: (206) 695-5100  
39 Facsimile: (206) 689-2822

1 disclosure and use extends only to the limited information or items that are entitled to  
2 confidential treatment under the applicable legal principles, and it does not presumptively  
3 entitle parties to file confidential information under seal.

4 2. **“CONFIDENTIAL” MATERIAL**

5 “Confidential” material shall include the following documents and tangible things  
6 produced or otherwise exchanged:

7 (a) Non-party personnel records and information such as employee personnel files,  
8 including performance evaluations, disciplinary information, compensation and  
9 benefit information, social security numbers, dates of birth, medical and healthcare  
10 information, including records and information for current and former employees  
11 (except Plaintiff), independent contractors, officers, or directors of CDM Smith or  
12 any affiliated entities;

13 (b) Medical or psychological records and billing information of any persons, including  
14 Plaintiff;

15 (c) Discoverable non-privileged investigation files relating to complaints of employees,  
16 former employees, or contractors of CDM Smith;

17 (d) Plaintiff’s tax records, date of birth, and Social Security Number; and

18 (e) Confidential and proprietary information, documents, and emails regarding finances,  
19 operations, or clients, of any and/or all Defendants and/or any affiliated entities.

20 3. **SCOPE**

21 The protections conferred by this agreement cover not only confidential material (as  
22 defined above), but also (1) any information copied or extracted from confidential material; (2)  
23 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,  
24 conversations, or presentations by parties or their counsel that might reveal confidential  
25 material. However, the protections conferred by this agreement do not cover information that is  
26 in the public domain or becomes part of the public domain through trial or otherwise.

1 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

2       4.1 Basic Principles. A receiving party may use confidential material that is  
3 disclosed or produced by another party or by a non-party in connection with this case only for  
4 prosecuting, defending, or attempting to settle this litigation. Confidential material may be  
5 disclosed only to the categories of persons and under the conditions described in this agreement.  
6 Confidential material must be stored and maintained by a receiving party at a location and in a  
7 secure manner that ensures that access is limited to the persons authorized under this agreement.

8       4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
9 ordered by the court or permitted in writing by the designating party, a receiving party may  
10 disclose any confidential material only to:

11               (a) the receiving party’s counsel of record in this action, as well as  
12 employees of counsel to whom it is reasonably necessary to disclose the information for this  
13 litigation;

14               (b) the officers, directors, and employees (including in house counsel) of the  
15 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties  
16 agree that a particular document or material produced is for Attorney’s Eyes Only and is so  
17 designated;

18               (c) experts and consultants to whom disclosure is reasonably necessary for  
19 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
20 (Exhibit A);

21               (d) the court, court personnel, and court reporters and their staff;

22               (e) copy or imaging services retained by counsel to assist in the duplication  
23 of confidential material, provided that counsel for the party retaining the copy or imaging  
24 service instructs the service not to disclose any confidential material to third parties and to  
25 immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

4.3 Filing Confidential Material. Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. During the meet and confer process, the designating party must identify the basis for sealing the specific confidential information at issue, and the filing party shall include this basis in its motion to seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the Court's files.

## 5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-party that designates information or items for protection under this agreement must take care to limit any such designation to specific material that qualifies under the appropriate standards. The designating party must designate for protection only those parts of material,

1 documents, items, or oral or written communications that qualify, so that other portions of the  
 2 material, documents, items, or communications for which protection is not warranted are not  
 3 swept unjustifiably within the ambit of this agreement. Mass, indiscriminate, or routinized  
 4 designations are prohibited. Designations that are shown to be clearly unjustified or that have  
 5 been made for an improper purpose (e.g., to unnecessarily encumber or delay the case  
 6 development process or to impose unnecessary expenses and burdens on other parties) expose  
 7 the designating party to sanctions. If it comes to a designating party's attention that information  
 8 or items that it designated for protection do not qualify for protection, the designating party  
 9 must promptly notify all other parties that it is withdrawing the mistaken designation.

10       5.2 Manner and Timing of Designations. Except as otherwise provided in this  
 11 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or  
 12 ordered, disclosure or discovery material that qualifies for protection under this agreement must  
 13 be clearly so designated before or when the material is disclosed or produced. (a) Information in  
 14 documentary form: (e.g., paper or electronic documents and deposition exhibits, but excluding  
 15 transcripts of depositions or other pretrial or trial proceedings), the designating party must affix  
 16 the word "CONFIDENTIAL" to each page that contains confidential material. If only a portion  
 17 or portions of the material on a page qualifies for protection, the producing party also must  
 18 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).  
 19 (b) Testimony given in deposition or in other pretrial proceedings: the parties and any  
 20 participating non-parties must identify on the record, during the deposition or other pretrial  
 21 proceeding, all protected testimony, without prejudice to their right to so designate other  
 22 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after  
 23 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the  
 24 transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect  
 25 confidential information at trial, the issue should be addressed during the pre-trial conference.  
 26 (c) Other tangible items: the producing party must affix in a prominent place on the exterior of

1 the container or containers in which the information or item is stored the word  
 2 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
 3 the producing party, to the extent practicable, shall identify the protected portion(s).

4       5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 5 designate qualified information or items does not, standing alone, waive the designating party’s  
 6 right to secure protection under this agreement for such material. Upon timely correction of a  
 7 designation, the receiving party must make reasonable efforts to ensure that the material is  
 8 treated in accordance with the provisions of this agreement.

9       6.      CHALLENGING CONFIDENTIALITY DESIGNATIONS

10       6.1     Timing of Challenges. Any party or non-party may challenge a designation of  
 11 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality  
 12 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
 13 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
 14 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
 15 original designation is disclosed.

16       6.2     Meet and Confer. The parties must make every attempt to resolve any dispute  
 17 regarding confidential designations without court involvement. Any motion regarding  
 18 confidential designations or for a protective order must include a certification, in the motion or  
 19 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer  
 20 conference with other affected parties in an effort to resolve the dispute without court action.  
 21 The certification must list the date, manner, and participants to the conference. A good faith  
 22 effort to confer requires a faceto-face meeting or a telephone conference.

23       6.3     Judicial Intervention. If the parties cannot resolve a challenge without court  
 24 intervention, the designating party may file and serve a motion to retain confidentiality under  
 25 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
 26 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those

1 made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
2 other parties) may expose the challenging party to sanctions. All parties shall continue to  
3 maintain the material in question as confidential until the court rules on the challenge.

4 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
5 **LITIGATION**

6 If a party is served with a subpoena or a court order issued in other litigation that  
7 compels disclosure of any information or items designated in this action as  
8 "CONFIDENTIAL," that party must:

9 (a) promptly notify the designating party in writing and include a copy of the  
10 subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to  
12 issue in the other litigation that some or all of the material covered by the subpoena or order is  
13 subject to this agreement. Such notification shall include a copy of this agreement; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
15 the designating party whose confidential material may be affected.

16 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
18 confidential material to any person or in any circumstance not authorized under this agreement,  
19 the receiving party must immediately (a) notify in writing the designating party of the  
20 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
21 protected material, (c) inform the person or persons to whom unauthorized disclosures were  
22 made of all the terms of this agreement, and (d) request that such person or persons execute the  
23 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

24 ///

25 ///

26 ///

1 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
2 MATERIAL

3 When a producing party gives notice to receiving parties that certain inadvertently  
4 produced material is subject to a claim of privilege or other protection, the obligations of the  
5 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
6 provision is not intended to modify whatever procedure may be established in an e-discovery  
7 order or agreement that provides for production without prior privilege review. The parties  
8 agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

9 10. NON TERMINATION AND RETURN OF DOCUMENTS

10 Within 60 days after the termination of this action, including all appeals, each receiving  
11 party must return all confidential material to the producing party, including all copies, extracts  
12 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of  
13 destruction. Notwithstanding this provision, counsel are entitled to retain one archival copy of  
14 all documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
15 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
16 work product, even if such materials contain confidential material. The confidentiality  
17 obligations imposed by this agreement shall remain in effect until a designating party agrees  
18 otherwise in writing or a court orders otherwise.

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20 DATED: June 10, 2024

21 s/ Judith A. Lonnquist  
22 Judith A. Lonnquist, WSBA #06421  
23 LAW OFFICES OF JUDITH A. LONNQUIST  
24 Attorney for Plaintiff  
25 100 W. Harrison Street  
26 South Tower, Ste. 470  
Seattle, Washington 98119  
[LOJAL@aol.com](mailto:LOJAL@aol.com)

--and--

1 DATED: June 10, 2024  
2  
3  
4  
5  
6  
7

s/ Diana P. Danzberger  
1 Diana P. Danzberger, WSBA #24818  
2 GORDON REES SCULLY MANSUKHANI, LLP  
3 Attorneys for Defendants  
4 701 Fifth Avenue, Suite 2100  
5 Seattle, WA 98104  
P: (206) 695-5114  
[ddanzberger@grsm.com](mailto:ddanzberger@grsm.com)  
6 Attorneys for Defendant  
7

8 PURSUANT TO STIPULATION, IT IS SO ORDERED  
9

10 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of  
11 any documents in this proceeding shall not, for the purposes of this proceeding or any other  
12 federal or state proceeding, constitute a waiver by the producing party of any privilege  
13 applicable to those documents, including the attorney-client privilege, attorney work-product  
protection, or any other privilege or protection recognized by law.  
14

15 DATED: June 11, 2024  
16

17   
18 Tana Lin  
19 United States District Court Judge  
20  
21  
22  
23  
24  
25  
26

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case of \_\_\_\_\_ Caroline Brabrook v. CDM Smith Douglas A. LaVoie, and Daniel Manojlovska, Case No. 2:24-cv-00016-TL. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed:

Printed name: \_\_\_\_\_

Signature: